

When Recorded Return to:

Carpenter, Hazlewood, Delgado & Bolen, PLC
1400 E. Southern Ave. Suite 400
Tempe, Arizona 85282

AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUN LAKES UNIT NINETEEN

AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

SUN LAKES
UNIT NINETEEN

WHEREAS, Declarant, Sun Lakes Marketing, a limited partnership, was the Owner of the beneficial interest in Minnesota Title Company, Trust No. 1546, and being properly authorized so to act by the terms of the Trust, and Minnesota Title Company, as Trustee thereunder, as Owner of bare legal title, and acting at the direction of said Beneficiary, desired to establish the nature of use and enjoyment of certain real property in Sun Lakes, Arizona, which is more particularly described as follows (hereinafter referred to as the "Property"):

Lots 1 through 32, inclusive, SUN LAKES, Unit Nineteen, according to the plat of record thereof in the office of the County Recorder, Maricopa County, Arizona, Book 229, Page 48 thereof; and

A part of the NE $\frac{1}{4}$, Sec. 32, T 2S, R 5E, G&SRB&M, Maricopa County, Arizona, and more particularly described as:

Lots 33 through 204, inclusive, SUN LAKES, Unit Nineteen, according to the plat of record thereof in the office of the County Recorder, Maricopa County, Arizona, Book 236, Page 29, thereof

WHEREAS, the Declarant therefore caused to be recorded on October 5, 1981, that Declaration of Restrictions for Sun Lakes Unit 19, at Docket 15559, pages 1-27 in the offices of the Maricopa County Recorder (the "Declaration");

WHEREAS, a Supplement to Sun Lakes Phase II Declarations of Restriction was recorded on September 7, 1990 at Instrument No. 90-404174, Official Records of Maricopa County (the "Supplement to Phase II"), binding the Property;

WHEREAS; the Declaration was further amended by the Supplement to the Declarations of Restrictions of Sun Lakes, Unit Nineteen Homeowners Association recorded on October 10, 2001 at Instrument No. 2001-0941442, records of Maricopa County (the "Unit 19 Supplement");

WHEREAS, the Declaration was amended by the Sun Lakes Unit 19 Homeowners Association Amendment to Declaration of Restrictions, recorded on July 26, 2013 at Instrument No. 2013-0685202, records of Maricopa County (the "Amendment");

WHEREAS, the Association seeks to incorporate all provisions in the Declaration, the Supplements and the Amendments thereto, into this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun Lakes Unit Nineteen;

THEREFORE, this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sun Lakes Unit Nineteen is intended to amend, restate, supersede and replace in its entirety, the Declaration recorded at Docket 15559, pages 1-27, the Unit Nineteen Supplement recorded at Instrument No. 2001-0941442, and the Amendment at Instrument No. 2013-0685202. This Amended and Restated Declaration does not amend, restate, supersede or replace the Supplement to Unit II or any other recorded documents that accomplish annexation pursuant to the existing Declaration.

1. DEFINITIONS.

(a) "Articles" shall mean the Articles of Incorporation of the Sun Lakes Unit Nineteen Homeowner's Association which are filed in the office of the Arizona Corporation Commission, as said Articles may be amended from time to time.

(b) "Association" shall mean and refer to the Sun Lakes Unit Nineteen Homeowner's Association, Inc., an Arizona nonprofit corporation, its successors and assigns.

(c) "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

(d) "Bylaws" shall mean the Bylaws of the Association, as such Bylaws may be amended from time to time.

(e) "Common Areas" shall mean all the general common elements as shown on the recorded plat or plats and which are owned by the Association for the common use and enjoyment by the Owners of Lots in the subdivision, including but not limited to the Sun Lakes, Unit Nineteen, Tracts A, B, C, D, and E as depicted on the plat recorded at Book 236 of Maps, page 29, official records of the Maricopa County Recorder.

(f) "Declaration" shall mean this entire document as the same from time to time may be amended.

(h) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot.

(i) "Premises" refers to all the real property described as Lots through 1 through 204 inclusive, Sun Lakes, Unit Nineteen, together with Tracts A, B, C, D and E.

(j) "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision of any of the premises with the exception of the Common Areas.

(k) "Master Association" shall refer to the Sun Lakes Homeowners Association No. 2, Inc.

(l) "Unit" or "Dwelling Unit" shall refer to the individual dwelling Unit constructed on a Lot.

(m) "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

2. USE OF LOTS.

(a) Real property shall be for residential use only and construction is restricted to one high-class, single family dwelling per Lot. No other use, including commercial, professional or business activities will be permitted on any residential Lot, except that maintaining a home office for private use shall be permitted so long as such use does not result in clients or other persons entering into the Lot to engage in such use or for receiving products or services arising out of such use, and except as may be permitted by properly executed amendment or amendments to this Declaration as herein described, providing said amendment or amendments are not in conflict with the then current zoning ordinance.

(b) All dwellings erected upon said premises shall be of new construction, and no buildings or structures shall be moved from other locations.

(c) No part of any dwelling shall be used for living purposes until the entire structure is nearing completion, nor shall any trailer, tent, shack, garage, barn or any other structure be used as a residence, either temporarily or permanently, nor shall any structure or dwelling be moved onto the premises from outside the subdivision, except that a construction shed, used for the storage of tools and equipment, may be maintained by the builder during the period of construction.

(d) Sun Lakes Unit Nineteen Homeowners Association, Inc. is intended for and operated for occupancy in at least 80% of its Units by at least one person 55 years of age or older per Unit. The Association is directed to maintain significant facilities and services specifically designed to meet the physical or social needs of older persons. The Association shall require that at least 80% of the Units in Sun Lakes Unit Nineteen are occupied by at least one person 55 years of age or older, and that all Units be occupied by at least one person 40 years of age or older. The Association shall publish and adhere to policies and procedures which demonstrate an intent to provide housing for older persons. No person who has not yet reached his or her 19th birthday shall reside permanently at Sun Lakes Unit Nineteen. The Board, in its sole discretion, shall have the right and power to determine when a person resides "permanently" within the Association. Nothing contained herein constitutes a representation or a warranty on the part of any person or entity that Sun Lakes Unit Nineteen Homeowners Association, Inc. satisfies or qualifies for the "housing for older persons" exemption from the familial status provisions of the Act.

(e) There shall be designated storage areas within the Master Association where recreational vehicles such as camping trailers, boat trailers, travel trailers, boats, motor homes and pickup camper units may be stored. None of the above shall be kept, placed, maintained, constructed, reconstructed or repaired on the Common Areas or streets, nor shall be stored for 48 hours or longer on any Lot within the Association without the prior permission of the Board of Directors. The Board, or a Committee designated by the Board, shall, upon request, determine whether or not any vehicle is a recreational vehicle and if such vehicle is in violation of this provision.

(f) No automobile repairs shall be made on the Premises except for such emergency repairs as are required to make a vehicle operable.

(g) Each Owner shall be subject to the following restrictions and duties with respect to party walls:

(1) Every wall which is built as a part of the original construction and placed on the dividing line between separate Lots, or on the Lot setback line, shall constitute and be considered a party wall and as to such wall each of the Owners immediately adjacent shall assume the obligations and be entitled to the rights and privileges of these restrictive covenants and to the extent not inconsistent herewith, the general rules of law regarding party walls. In addition, each Owner shall have an easement of continued use and enjoyment of that portion of the adjoining Lot which may be located on his side of the party wall.

(2) If any party wall is damaged or destroyed through the act or acts of any adjoining Owner, or his agent, servant, guest, or member of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as formerly without cost to the adjoining Owner. The failure to forthwith institute rebuilding or repairing of such party wall shall be sufficient reason for the Board to rebuild or repair the same and charge the Lot of the responsible Owner under the provisions of the Articles of Incorporation and this Declaration.

(3) Any party wall damaged or destroyed by some act or event other than that produced by one of the adjacent Owners, his agents, lessees, guests or family, shall be rebuilt or repaired by both adjoining Owners to the same good condition as formerly, at their joint and equal expense and as promptly as reasonably possible. The failure of adjoining Owners to make such rebuilding or repairs as are reasonably necessary shall be sufficient reason for the Board to rebuild or repair said party wall and charge the Lots of both adjoining Owners, as provided in the Articles of this Declaration.

(4) Any Owner of a Lot who proposes to modify, rebuild, repair or make additions to his own residence or any structure upon his Lot in any manner which requires the extension, alteration or modification of any party wall, shall first obtain the written consent of the adjacent Owner, in addition to meeting the requirements of

these restrictive covenants, of the building codes, or similar ordinances of any governmental body affected.

(5) In the event of a disagreement between Owners of the adjoining Lots with respect to the repair, reconstruction or maintenance of a party wall or with respect to sharing the cost of repairing, rebuilding or maintaining the same, then upon the written request of either of said Owners to the Board, the matter shall be submitted to the Board for arbitration under such rules as may be adopted by the Board. If no such rules are adopted or the Board refuses to act, then the matter shall be submitted to three arbitrators, one chosen by each of the Owners and the third by the two so chose, or if they cannot agree within five (5) days, the third arbitrator shall be a judge of the County Superior Court. A determination of the matter signed by any two of the three arbitrators shall be binding upon all persons.

(6) No private agreement of any adjoining property Owners shall modify or abrogate any of these restrictive covenants nor the obligations, rights, duties and limitations set forth upon the individual Lot Owners.

(h) The Owner hereby agrees that window coverings other than those made of customary cloth materials shall not be permitted to remain beyond 30 days after the close of escrow.

(i) Outside clotheslines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any property unless concealed from the street and shall not be visible from neighboring property.

(j) No Lot or Lots shall be re-subdivided except for the purpose of combining two or more Lots into one homesite, providing, however, that no additional or smaller Lot is created thereby.

(k) All homes on the Lots shall be constructed by Declarant or its nominee.

(l) No animals, birds, fowl, poultry or livestock, other than a reasonable number of domestic dogs, cats, fish and birds in cages shall be maintained on any Lot and then only if they are kept thereon solely as domestic pets and not for commercial purposes. Dogs and other animals must be kept on a leash when not confined on the Owner's Lot. No Owner shall permit its dog or animal to create unsanitary conditions anywhere on the common properties. No animal or bird shall be allowed to make an unreasonable amount of noise, nor to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be maintained so as to be visible from a neighboring Lot or street. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether a particular animal or bird is a generally recognized household pet or a nuisance or whether the number of animals or birds on any such property is reasonable. The Board shall have the right to prohibit maintenance of any animal or bird which constitutes, in the opinion of the Board, a nuisance to any other Owner.

Pet owners are required to control their pets' behavior. Pets running loose may result in monetary penalties; minimum \$100 if not corrected. Pets are not allowed on golf courses.

(m) No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors shall be permitted to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No outdoor burning of trash or other debris shall be permitted. No exterior speakers, horns, whistles, bells or other sound devices shall be located, used or placed on any Lot. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

(n) No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Board. In no event shall such containers be maintained so as to be visible from neighboring Lots except to make the same available for collection and then only the shortest time reasonable necessary to effect such collection.

(o) No Owner shall permit anything or any condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

(p) The Owner of each Dwelling Unit shall have the right to lease his dwelling provided said lease is subject to, and requires lessee to comply with, the covenants, conditions, restrictions, limitations and uses contained in this Declaration, and to the Association Bylaws and Rules issued by the Board.

(q) No additions, exterior painting, landscaping or decorative alterations, repairs, excavation, roof replacement or other work which in any way alters the exterior appearance of any Lot or building shall be commenced, erected, maintained, made or done without the prior written approval of the Board or any committee established by the Board for that purpose. For homeowners who wish to make changes to any exterior architectural or landscaping, the first step will be to complete and submit an architectural compliance review (ACR) form to the Unit Nineteen Managing Agent. The Board shall have the right to refuse to approve any plans or specifications which are not suitable or desirable, in its opinion, for aesthetic or other reasons and in so passing upon such plans, it shall have the right to take into consideration the suitability of the proposed change, and of the materials of which it is to be built, the site upon which it is to be located, the harmony thereof with the surroundings and the effect thereof on the outlook from the adjacent neighboring Lots. All subsequent additions to or changes or alterations in any building, fence, wall or other structure including exterior color scheme, shall be subject to the prior approval of the Board. No changes or deviations in or from such plans and specifications once approved shall be made without the prior written approval of the Board. All decisions of the Board shall be final, and no Owner or other party shall have recourse against the Board for its refusal to approve any such plans and specifications.

Failure to comply with the above may result in fines, to be determined by the Board of Directors.

(r) Exterior maintenance of the 43 quadrplexes in Unit Nineteen shall be the responsibility of the Association, as prescribed and mandated by the Unit Nineteen Board of Directors. This exterior maintenance shall include painting and repairing all townhouse buildings, perimeter and patio walls, as well as repair and/or replacement of roofs on the 43 quadrplexes, when deemed necessary by the Unit Nineteen Manager and/or Board of Directors. Cost of the above-referenced maintenance, as well as repair and replacement of roofs, shall be paid by the Association budget and/or the Association capital reserve fund, through and by the authority of the Board of Directors of Sun Lakes Unit Nineteen Homeowners Association, Inc.

No potable or domestic water pipes/plumbing and/or electrical conduits are allowed or permitted to be installed across the top of the roof of a homeowner' unit, in order to prevent future damage to the roof exterior and/or interior from leaks.

(s) No antennas, satellite dish, or other device for the transmission or reception of television or radio (including amateur or ham radios) signals is permitted outside the Unit, except those devices whose installation and use is protected under federal law or regulations (generally, certain antennae under 39 inches in diameter). The Association will comply with all Federal, State and local laws. An application (an "ACR") for the installation of such an antenna or other device must be submitted to the Association prior to the installation in order to provide notice to the Association of the planned location of the device and manner in which the device will be installed. The equipment or device should be designed for minimal visual intrusion when installed (i.e. is located in a manner which minimizes visibility from the street or an adjacent unit) to the greatest extent possible. Homeowners will be responsible for having any abandoned or unused plumbing wiring and devices removed from the roof/walls, including those used by previous owner(s).

(t) No Lot shall be maintained or utilized in such a manner as to violate any applicable statute, ordinance or regulation of the United States of America, the State of Arizona, the County of Maricopa or other governmental agencies having jurisdiction over or in the premises.

3. PROPERTY RIGHTS.

Every Owner shall have a right and easement of enjoyment in and to the Common Area properties which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of this Declaration.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area or Tracts A, B, C, D and E to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument is signed by a majority of the Board of Directors.

(c) The right of the Board of Directors to withhold any services which may be withheld without damage to another Owner for any period during which any assessment against a Lot remains unpaid.

4. HOMEOWNER'S ASSOCIATION.

(a) Sun Lakes Unit Nineteen Homeowner's Association, Inc., a nonprofit corporation, organized under and by virtue of the laws of the State of Arizona governing nonprofit corporations, shall have such duties and obligations as are set forth in the Articles of Incorporation and Bylaws as such Articles and Bylaws may be subsequently amended. The Association is part of a larger Master Association known as Sun Lakes Homeowners Association No. 2, Inc., and the Premises is subject to the terms and conditions of additional restrictive covenants recorded by the Master Association. All assessments and other charges due to the Association under its governing documents shall be in addition to any assessments or other charges payable to the Master Association pursuant to the Master Associations' governing documents.

(b) The Board of Directors of the Association shall be empowered to determine and decide all questions regarding enforcement of these restrictions and assessments or charges necessary for maintenance of common areas, for the use and benefit of all homeowners, except as provided in the Bylaws.

(c) The Board of Directors of the Association shall have the right to contract for services or to transfer to any other corporation, person or partnership, all of its rights and obligations hereunder, but upon such transfer and the assumption of such obligations by the transferee, the enforcement of covenants shall remain the sole responsibility of the Association.

(d) All Lot Owners shall, by virtue of Ownership, agree to become members of the Association and shall be subject to the provisions of the Articles, Bylaws and Rules as though fully set forth herein.

(e) The Sun Lakes Unit Nineteen Homeowners Association shall be governed by an elected body of seven (7) elected homeowners (the number of Directors may be altered in accordance with the procedures set forth in the Bylaws), operating as Sun Lakes Unit Nineteen Homeowners Association, Inc. Board of Directors, in accordance with the Second Amended and Restated Bylaws at Article IV.

(f) The Board of Directors shall be charged with the duty of levying, collecting, and appropriating assessments as necessary to properly carry out all purposes set forth

herein, including but not limited to: paying management fees, insurance premiums, expenses for maintenance, repairs and replacements of Common Areas, reserves for contingencies, and real estate taxes.

(g) In furtherance of the foregoing the Owner or Owners of a Lot that are in good standing having paid all assessments and other amounts due to the Association, shall be entitled to one vote for each Lot owned in any balloting of the members.

5. COVENANT FOR MAINTENANCE ASSESSMENTS.

(a) Each Owner, by execution of a purchase contract, is deemed to covenant and agree, for himself, his heirs, successors and assigns, to pay to the Association all assessments, impounds and late payment penalties as provided in the Articles and Bylaws. All assessments, impounds and late payment penalties, if any, together with interest, costs and reasonable attorney's fees, shall be a lien upon the Lot. Each such assessment impound, late payment penalty, together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who is the Owner of the Lot at the time the assessment was levied. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, or unless prior to the transfer of title as evidenced by the records of the County Recorder or other appropriate governmental agency, a lien for such assessment shall have been filed or recorded.

(b) The Association shall have the right, at its option, to enforce collection of any delinquent assessments together with interest, late charges, and attorneys' fees and any other sums due to the Association in any manner allowed by law or in equity including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay the delinquent assessments (such action may be brought without waiving any lien securing any such delinquent assessments), and/or may (ii) enforce its rights hereunder by bringing an action to foreclosure its lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage or deed of trust. In the event legal action is instituted to collect delinquent assessments, the prevailing party shall be awarded its attorneys' fees. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey all Lots purchased at such sale. No claim against the Association shall constitute a defense nor set-off in any action by the Association for non-payment of any amounts which may be assessed hereunder.

(c) The Board of Directors shall, not later than December 1, determine the assessments for the ensuing calendar year. Assessments are due and payable monthly or at the discretion of the Board of Directors. If assessments are not paid by the member prior to delinquency, they shall be subject to a penalty of ten percent (10%), and bear interest at the maximum legal rate from the date of such delinquency.

(d) The Board of Directors shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such funds shall be

deposited in a special account with a safe and responsible depository and may be in the form of a case deposit or invested in obligations of or fully guaranteed as to principal by the United States of America. The reserve fund is for the purpose of effecting a replacement or repair because of damage, depreciation or obsolescence to common area facilities.

6. LANDSCAPING AND MAINTENANCE

(a) The character of the landscaping to be placed on the front and/or side yards of each Lot must be such as to complement landscaping established in Common Areas.

(b) It shall be the responsibility of the Owners to keep their Lots neat and clean, free from weeds, landscaped in colored rock or desert landscaping, or other types of landscaping deemed reasonable and compatible to surrounding Lots and the improvements on their Lots in a state of repair in such a way as not to destroy or impair the aesthetic qualities of Sun Lakes.

(c) The Board or its agent shall have the right to furnish the labor and/or materials necessary to bring any untidy Lot or Parcel up to a standard approved by the Board. In such event, the Owner of said Lot shall pay to the Association an amount equal to all direct and indirect costs and expenses incurred by the Association in furnishing such labor and/or materials or having the same furnished. Before entering a Unit to make repairs or perform maintenance or rehabilitation work as provided herein, the Board shall first give written notice to the Owner of its intention to make such repairs and/or to perform such maintenance. If, at the end of sixty (60) days, the work to be performed has not been completed by the Owner, the Board shall have the right to proceed to enter the Unit and perform the maintenance and repair work.

(d) The amount that the Owner of any such Lot is obligated to pay hereunder shall constitute a lien on such Lot or Parcel and shall be enforceable in the same manner as an assessment pursuant to Paragraph 5.

(e) The Association shall be responsible for maintaining improving, insuring, and paying taxes on the Common Areas, including but not limited to Tracts A, B, C, D, and E. This responsibility shall include the responsibility to repair any sewer back-ups that are caused by landscaping in the Common Areas (*e.g.*, tree roots).

(f) The Association shall maintain, repair, and/or replace exterior unit roofs when deemed necessary by the Board of Directors. This maintenance responsibility shall include repair/replacement of skylights. If roof repairs are necessitated by the improper installation of an air conditioning unit or satellite dish on a unit roof, the requisite repairs and any resulting expenses shall be the responsibility of the Owner. Furthermore, any and all additions or improvements made to the original Unit by the Unit Owner(s) shall be maintained, repaired and replaced by the Unit Owner.

(g) The Association shall maintain exterior unit walls except for glass surfaces of all Units, such as windows and arcadia (sliding patio) doors.

(h) To the extent an Owner's willful or negligent misconduct results in damage to the Common Areas or to any other area for which the Association has a maintenance obligation, the Association shall assess any resulting expenses against the Owner that caused the damage, and any such expense shall be secured by the Association's assessment lien against the Owner's Lot.

(i) Owners are to refer to the following documents for additional information: (1) the Compliance Enforcement Document; (2) the ACR (Architectural Change Request Form); and (3) the Homeowner vs. HOA Unit 19 Financial Responsibility Document.

7. DURATION, AMENDMENTS, TRANSFERS AND CONVEYANCES.

(a) The covenants herein contained run with the land and shall bind all persons in interest, all Owners of Lots, blocks and parcels in said subdivision and their heirs, legal representatives, successors and assigns. This Declaration may be amended only by the affirmative vote (in person or by absentee ballot) or written consent of the majority of the Lot Owners and recorded and filed in the proper office of record.

(b) Any amendment to this Declaration which limits or terminates membership in the Association must be signed by two-thirds (2/3) of the Members of the Association.

(c) After the date hereof, each party who acquires any interest in all or any part of the property described herein, further agrees that upon such acquisition of any interest in all or part of the real property, said acquiring party shall look only to the other subsequent property Owner or Owners acquiring an interest in said property for any performance or relief deemed equitable for the enforcement of the covenants, conditions and restrictions contained herein.

(d) Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

(e) Violation of any one or more of such covenants shall continue as a violation of the respective grantees.

8. VIOLATION; REMEDIES.

(a) In the event of any violation or threatened violation of any of the covenants herein, the Association or any Owner of any Lot, block or parcel in the subdivision may bring an action at law or in equity, either for injunction, action for damages or such other remedy as may be available. In the event the Association or Owner recovers judgment

against any person for a violation or threatened violation of any of the covenants herein, the Association or Owner shall recover from such person reasonable attorney's fees.

(b) The failure by any Owner or the Association to enforce any restrictions, conditions, covenants or agreements herein contained shall not give rise to any claim or cause of action against the Association or such land Owner, nor shall such failure to enforce be deemed a waiver or abandonment of this Declaration or any provision thereof.

9. SEVERABILITY.

If any provision of this Declaration or the application of such provision to any person or circumstance shall be held invalid, the remainder of this declaration or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

10. INSURANCE

(a) Association Insurance: The Association will maintain General liability insurance for the Common Areas, Directors and Officers Liability and Dishonesty insurance, and Property Insurance, with appropriate limits and deductibles as determined by the Board of Directors for the buildings original exterior structures. This is commonly referred to as "exterior bare walls" coverage and includes the foundation, structural framing, roof, exterior wall finish, load bearing walls and sub grade plumbing, in regards to complete/total loss to the unit. The Association is not responsible for premises liability or for the interior of the Unit from the studs in or for any improvements or betterments to the Unit. In the event that an Owner's willful misconduct or negligence results in damage covered under the Association-maintained insurance policies, any resulting deductible expense incurred by the Association shall be assessed against the Owner whose conducted resulted in the damage, and said expense shall be secured by the Association's assessment lien against the Lot.

(b) Insurance on Lots. With the exception of the above-referenced "exterior bare walls" coverage for the original building exterior structures on the Lots, the Associations shall not be obligated to obtain any further property insurance, liability insurance, flood insurance, or any other type of insurance covering the Lots or the Improvements located thereon. The procurement and maintenance of insurance on each Lot, including all Improvements on such Lots, shall be the sole obligation of the Owner thereof. Each Owner shall also be responsible for obtaining all liability insurance, personal property insurance, and any other type of insurance to the extent desired by such Owner.

In Witness Whereof, Sun Lakes Unit Nineteen Homeowners Association, Inc., an Arizona nonprofit corporation, has executed this Declaration as of the date and year first written

above, and the President of the Association hereby certifies that this Amended and Restated Declaration has been approved by the required percentage of the membership.

SUN LAKES UNIT NINETEEN HOMEOWNERS ASSOCIATION,
an Arizona nonprofit corporation.

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Subscribed, Sworn to and Acknowledged before me this _____ day of _____,
20____, by _____, the _____ of the Sun
Lakes Unit Nineteen Homeowners Association, Inc., an Arizona nonprofit corporation, for and
on behalf of the Association.

Notary Public

My Commission Expires: